



NOTICE OF MEETING

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section '38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **REGULAR MEETING** on **MONDAY** the **7th** day of **JANUARY** 2013, at **7:00 P.M.**, at the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Items for consideration, discussion and/or decision relating to Special Meeting:

- Please see the posted Special Meeting Agenda for all items or visit www.cityofwillcox.org website.
- Public Hearings: (1) Application for liquor License Series #10 Dollar General Store #6599, New License

* Public Hearings: For those persons unable to attend, written comments will be accepted until 4 p.m. the day of the public hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643.

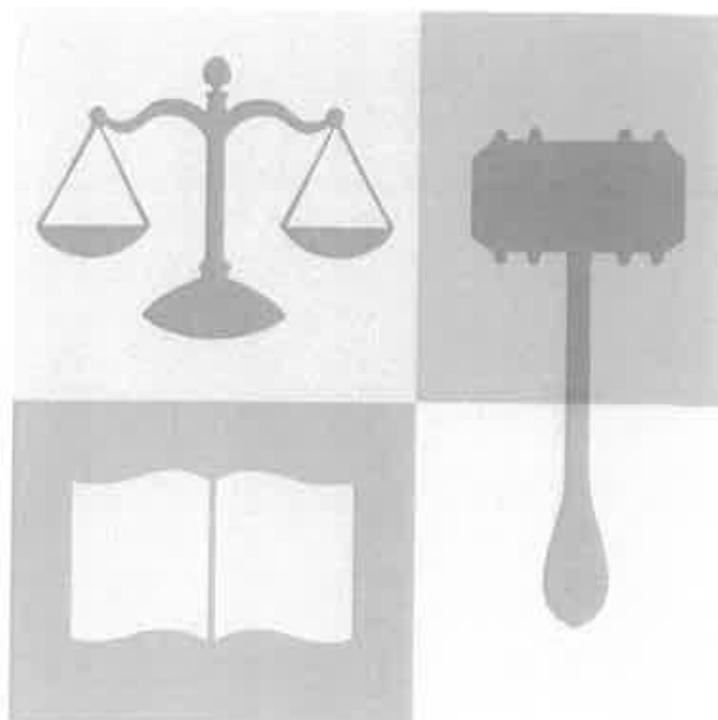
All members of the public are invited to attend such meeting.

DATED AND POSTED this 3rd day of January 2013, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/Virginia A. Mefford
City Clerk Virginia A. Mefford

Open Meeting Law
materials will be
handed out at the
Meeting by City
Attorney Ann Roberts.



Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

12 DEC 3 Lic. Lic. #1219

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 10023138

1. Type of License(s): Series 10 Beer/Wine Store

2. Total fees attached: \$ 100 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Abel Clare Hollie
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: DG Retail, LLC P1000937
(Exactly as it appears on Articles of Inc. or Articles of Org.) B1049216
3. Business Name: Dollar General Store # 6599 B1049304
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 901 N COCHISE AVE WILLCOX COCHISE 85643-1531
(Do not use PO Box Number) City County Zip
5. Business Phone: (520) 384-2008 Daytime Contact: (602)234-9920
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 100 Mission Ridge, Goodlettsville, TN 37072
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100
Application Interim Permit Agent Change Club Finger Prints \$ 100
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: SG Date: 12/3/12 Lic. # 10023138

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01. *12 DEC 3 Lic. Lic. #1219
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

) Y R A S S E C E N F I

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

DS Retail, LLC.



Dollar General ~~Corporation~~ ^{Panatics, Inc.}
100% member



Directors

Bass, William Charles

Feray, John Wayne

Smits, James Patrick

Stephenson, Robert

Pres/
CEO, VP Operations

Sr. VP Finance

SVP

General Counsel,
Asst. Sec'y.

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

*12 DEC 3 Uq. Lic. #1219

1. Name of Corporation/L.L.C.: DG Retail, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9/2005 State where Incorporated/Organized: Tennessee
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1226423-6 Date authorized to do business in AZ: 9/2005
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
See attached.					
Dollar General	Promotions	Inc.	Member	100 Mission Ridge	Goodlettsville, TN
					37072

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
See attached stock affidavit.					
No individual owns more than 10%					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

AFFIDAVIT

DG Promotions, Inc., a C Corporation incorporated in the State of Tennessee is a wholly owned subsidiary of Dollar General Corporation. The stock of Dollar General Corporation is publicly traded on the New York Stock Exchange with 1,000,000,000 shares authorized and approximately 332,326,972 shares issued as of May 31, 2012.

W.C. Bass

William C. Bass, Chief Executive Officer
DG Promotions, Inc.

STATE OF TN)

) ss.

County of Sumner)

Sworn to and subscribed before me this 29th day of November, 2012, by William C. Bass who is personally known to me as the Chief Executive Officer, of DG Promotions, Inc.

Ashley Linton

11-29-12



*12 DEC 3 Lique. Lic. #12:19

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141



400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

APPLICANT/CONTROLLING PERSON AFFIDAVIT

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF A CLUB, PARTNERSHIP, OR OTHER TYPE ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: DG Retail, LLC

Affidavit of: William Charles Bass

Position/Title: Chief Executive Officer

State of: Tennessee AZ Corp./L.L.C. # R-1226423-6

County of: Davidson State Incorporated: Tennessee

The undersigned, William Charles Bass, being first duly sworn, upon Oath deposes and says:

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona, I have completed and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card.
2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

- | | |
|------------------------------------|--|
| (1) <u>William Charles Bass</u> | <u>Chief Executive Officer</u> |
| (2) <u>John Wayne Feray</u> | <u>Senior Vice President & Chief Financial Officer</u> |
| (3) <u>James Patrick Smits</u> | <u>Senior Vice President, General Merchandise Manager</u> |
| (4) <u>Robert Ragan Stephenson</u> | <u>Secretary</u> |

*Disabled individuals requiring special accommodations, please call the Department.

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

- (1) _____
- (2) _____
- (3) _____
- (4) _____

12 DEC 9 10:49 AM '12

4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.

5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

DATED this 1st day of November, 2012
Day of Month Month Year

I, William Charles Bass, declare that I am the APPLICANT filing this notification. I have read this
(Print full name)

document and the contents and all statements are true, correct and complete.

X W. C. Bass
(Signature)

State of Tennessee County of Davidson
The foregoing instrument was acknowledged before me this
1st day of November, 2012
Month Year

My commission expires on: 07/20/15



Thomas Hartsink
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name 12 DEC 3 Lic. Lic. M1219
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 2,684 ft. Name of school Willcox High School
Address 240 N. Bisbee Ave. Willcox, Az 85643
City, State, Zip _____

2. Distance to nearest church: 4,478 ft. Name of church Victory Baptist Church
Address 200 South Bowle Ave. Willcox. Az 85643
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name Randy Wilson
Address 6130 Melvin Ave. Tarzana, CA 91356
City, State, Zip _____

4a. Monthly rental/lease rate \$ 4,903.23 What is the remaining length of the lease 1 yrs. 8 mos.

4b. What is the penalty if the lease is not fulfilled? \$ 0 or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Business is a discount general merchandise retailer.

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO

If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas Patio: Contiguous
- Service windows Drive-in windows Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO

If yes, what is your estimated opening date? _____
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

Total Square Footage: 8691

Public: 7161

Non- Public: 1530

Diagram Attached

12 DEC 3 11:41 AM 2012

SECTION 16 Signature Block

I, Clare Hollie Abel, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

(print full name of applicant)

Clare Hollie Abel

(signature of applicant listed in Section 4, Question 1)



State of ARIZONA County of MARICOPA

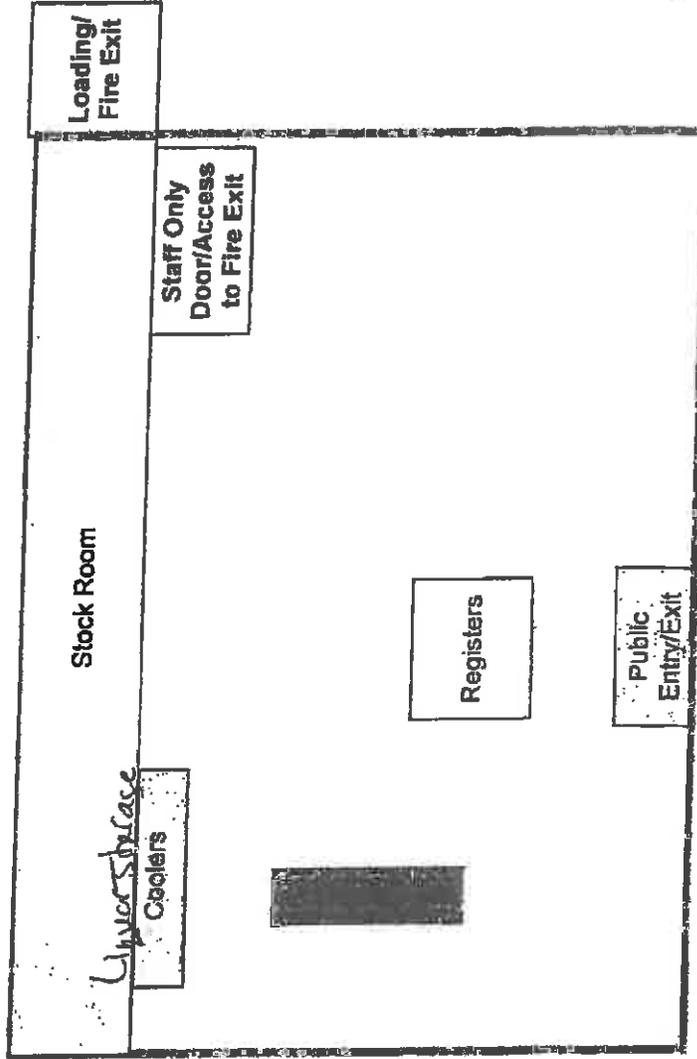
The foregoing instrument was acknowledged before me this 30th of NOVEMBER, 2012

Beth Briggs
signature of NOTARY PUBLIC

My commission expires on: 03-03-14
Day Month Year

*12 DEC 3 Liq. Lic PM12:19

Dollar General Store #6599
901 N Cochise Avenue
Willcox, AZ 85643



8,691 DJ
S. A.

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 10
Tab Number: 4
Date: 01-07-2013

Date Submitted:
October 17, 2012
Date Requested:
January 7, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Install Natural Gas
Backup Power System
for Well #3

To: Honorable Mayor and City Council

From: John Bowen, Utilities Supervisor

Discussion:

This item failed to pass at the November 2, 2012 and the December 3, 2012 Council meetings. Councilwoman Cronberg voted among the prevailing majority on the motion. She requested that this item be brought back to the Mayor and Council for further consideration.

During a past emergency preparedness assessment, staff concluded that the delivery of potable water to citizens was our prime area of concern. The City of Willcox Water Section has three domestic water wells located approximately five (5) miles north of town. Two wells pump in excess of 1,000 gallons per minute each with the third pumping approximately 300 gallons per minute. This third well (Well #3) produces approximately 432,000 gallons per day. Our 1.5 million gallon storage tank is on automatic set points controlling the level between a high of 1.4 million gallons and a low of 900,000 gallons.

In 2011 daily water usage during the four coldest months of November, December, January, and February, when no one is irrigating landscaping or running evaporative coolers, was approximately 394,000 gallons per day. Staff reasoned that the 4 cold months more accurately showed the necessary household water consumption.

Based upon this assumption, we investigated various methods to insure water delivery from Well #3 in the case of an extended electrical power outage.

Electric backup generators were the first option considered. It was calculated that a 130 KW natural gas generator would be required to start the pump under full load. Natural gas is available at the well site and is a less expensive fuel than either gasoline or diesel, both possibly being in short supply in a natural disaster.

The natural gas generator proved to be more cost than budgeted at more than \$35,000 with cost, taxes, freight and required electric transfer switch. The larger V-10 6.8 L engine in the generator would be fuel inefficient compared to other options.

Councilman Klump suggested a right-angle pump drive as used by local farmers. Investigation found the City of Douglas and City of Tombstone are currently or have used a combination electric/natural gas right angle pump drive to pump water in the event of a power outage (See attached). The much smaller V6 direct drive application will run more efficiently and at a more than \$10,000 initial savings.

In the event of an electrical outage, a serviceman will go to Well #3, switch off the electrical disconnect, start the natural gas engine and allow it to warm up sufficiently before engaging the clutch to the right angle drive. Once electric power is restored, the process is reversed and the electric pump motor is started.

This engine will only be operated in an outage situation with the exception of maintenance operation twenty to thirty minutes a month. Southwest Gas has estimated a \$43 monthly fee plus gas consumption.

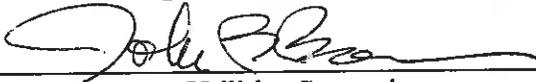
Staff requested quotes from five (5) pump companies and three (3) responded. They were: Bill's Pump Service - \$24,837.38; Gilbert Pump and Equipment - \$26,608.31; and Bestway Electric Motor Service - \$28,167.30. The Webber Group and Farwest Pump failed to submit a bid.

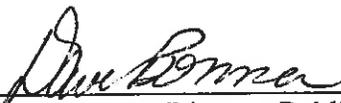
Recommendation:

Staff recommends contracting with Bill's Pump Service to retrofit Well #3 to operate on Natural Gas as an alternate power source.

Fiscal Impact:

\$24,837.38 from Water Capital Improvement (\$28,000 Budgeted)

Prepared By: 
John Bowen, Utilities Supervisor

Approved By: 
Dave Bonner, Director Public Services & Works

Approved By: 
Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, (“CITY”) APPROVING THE PURCHASE OF A NATURAL GAS BACKUP POWER SYSTEM FOR WELL NUMBER THREE IN THE CITY OF WILLCOX WATER SYSTEM FROM BILL’S PUMP SERVICE; DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; AND, DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to Arizona Revised Statutes, Title 9, Section 9-240(A) to have control of the finances and property of the corporation and authorized pursuant to A.R.S. §9-240(B)(6) to provide the City with water; and,

WHEREAS, the CITY has determined that during an electrical outage, delivery of potable water to the citizens of CITY requires CITY to install a natural gas backup power system to Well No. 3 in the CITY’S water system; and,

WHEREAS, CITY staff requested quotes from five (5) companies for such natural gas backup power system and Bill’s Pump Services responded with the lowest quote of \$24,837.38; and,

WHEREAS, the Mayor and City Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens; and,

WHEREAS, it is necessary for the preservation of peace, health, and the safety of the City of Willcox, Cochise County, State of Arizona, that an emergency be declared to exist and directing that this Resolution shall become effective immediately upon its passage and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The Mayor and City Council hereby authorize and approve the purchase of the natural gas backup power system for Well No. 3 in the CITY’s water system from Bill’s Pump Services responded with the lowest quote of \$24,837.38; and,

SECTION 2: CITY Officials and Administrators are authorized and directed to take all action required to purchase of the natural gas backup power system for Well No. 3 in the CITY's water system from Bill's Pump Services responded with the lowest quote of \$24,837.38; and,

SECTION 3: That the Mayor is authorized and empowered to execute the Resolution as presented; and,

SECTION 4: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 7th day of January, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-01

This Resolution was first presented to the Mayor and City Council on the 5th day of November, 2012, at which time the Resolution failed. This Resolution was presented again to the Mayor and Council on the 3rd day of December for consideration and subsequently failed. This Resolution was once again presented to the Mayor and Council on the 7th day of January for consideration and subsequently ____ failed ____ passed.



Sign In | Email Sign Up | New Customer? Register Now | Help

Catalog | Find a Branch | Cart Contains: (0) Items

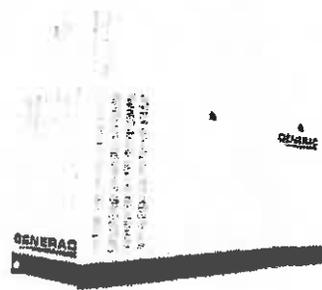
TOOLS & EQUIPMENT | RESOURCES | SERVICES | WORLDWIDE | REPAIR PARTS | Enter keyword or part number

Outdoor Equipment > Generators > Standby Generators

GENERAC Standby Generator, 130kW, 120/208V, 3Ph

Automatic Standby Generator, Liquid-Cooled, 130 kW, 162.5 KVA Rating, 120/208 Voltage, 451.5 Amps, 3 Phase, 60 Hz, Natural Gas Fuel, Engine RPM 3000, Engine Size 6.8 Liter, Length 116 In, Height 55 In, Width 37 In, 1-1/4 Fuel NPT Pipe Connection, Battery Requirements 12 Volts, Battery Requirements Min Amp Hr 525 CCA, Battery Requirements Group 24F, Sound Level dBA 65, Installation Requires Local Permits For Gas Piping, Concrete Foundation, Electrical Inspection And Approval

Grainger Item #	2ZNR7
Price (ea.)	N/A
Brand	GENERAC
Mfr. Model #	QT13068GNSY
UNSPSC #	28111604
Ship Qty.	1
Sell Qty. (Will-Call)	1
Ship Weight (lbs.)	3073.0
Availability	Item no longer available
Catalog Page No.	N/A
Country of Origin	Not Available
<small>(Country of Origin is subject to change.)</small>	
California Proposition 65	



Enlarge Image

See Compliance & Restrictions for important safety & regulatory information.
 ⚠ This item no longer available and cannot be ordered online.

Some item(s) may be available through your local branch. An alternate item(s) may be available online. See the Alternate Products tab below.

OR

[View all alternate products](#)

[Sign In](#) | [register](#)

Product	Availability	Company	Price	Brand	Model #	Quantity	Price
---------	--------------	---------	-------	-------	---------	----------	-------

Product	Availability	Company	Price	Brand	Model #	Quantity	Price
Standby Generator, 130kW, 120/208V, 3Ph >More Details... Country of Origin: USA		GENERAC	Item ships within 18 business days from manufacturer	GENERAC	QT13068GNAC	1	\$32,463.00
2ZNT6							

Be the First to Write a Review

[Add to Order](#) [Add to Favorites](#)

Alternate Products

More Alternate Products

Standby Generator, 130kW, 120/208V, 3Ph
 Brand: GENERAC
 Grainger Item #: 2ZNT6
 Price (ea.): \$32,463.00
 Qty [Add to Order](#)

Category: Tools & Equipment

Poly Scoop Shovel
 Brand: WESTWARD
 Grainger Item #: 6YU33
 Price: \$32.60
 Qty

Handheld Leaf Blower, Gas
 Brand: TANAKA
 Grainger Item #: 2YFJ2
 Price: \$316.00
 Qty

Contractor Water Hose, 450 PSI, 918 GPH
 Brand: SWAN
 Grainger Item #: 2P562
 Price: \$43.40
 Qty

Hose Reel, Multi-Mount, 14 Ga Steel
 Brand: LIBERTY
 Grainger Item #: 2LRK3
 Price: \$149.45
 Qty

AUTOMATIC COMBINATION DRIVE

Electrical power failures don't have to mean a shutdown, or a mad scramble to manually convert to an alternate power source.

Amarillo Gear Company's Automatic Combination Right Angle Gear Drive provides a dependable transfer to stand-by power.

When the alternate power source starts, the clutch automatically engages and directs the power through the gear drive to the pump headshaft. There are no pins to align, bolts to replace or set screws to tighten. And the clutch assembly is virtually maintenance free; in most cases, requiring no lubrication.

For no-hands protection against shutdowns due to power failure, use the Automatic Combination Right Angle Gear Drive from Amarillo Gear.



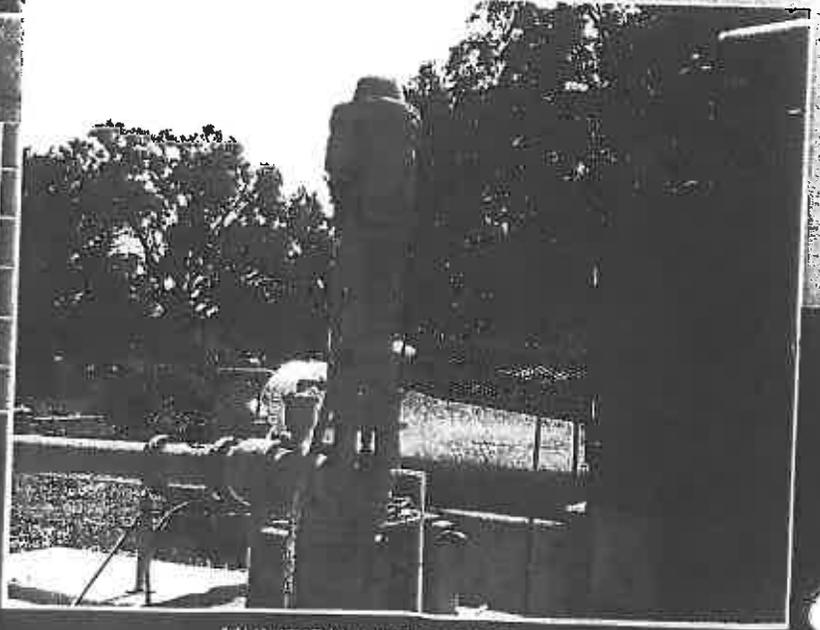
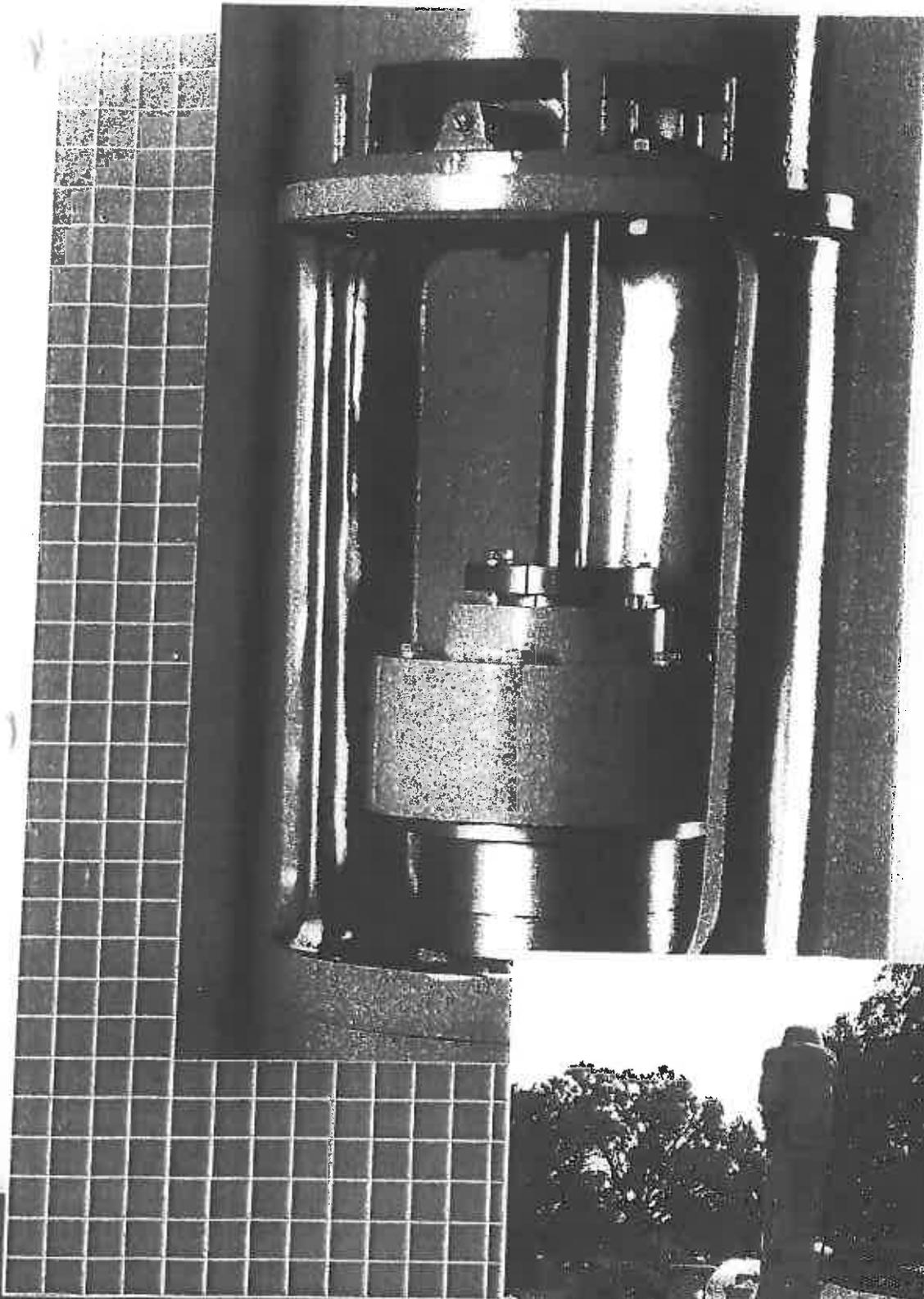
SWITCH TO BACK-UP POWER

AMARILLO GEAR COMPANY

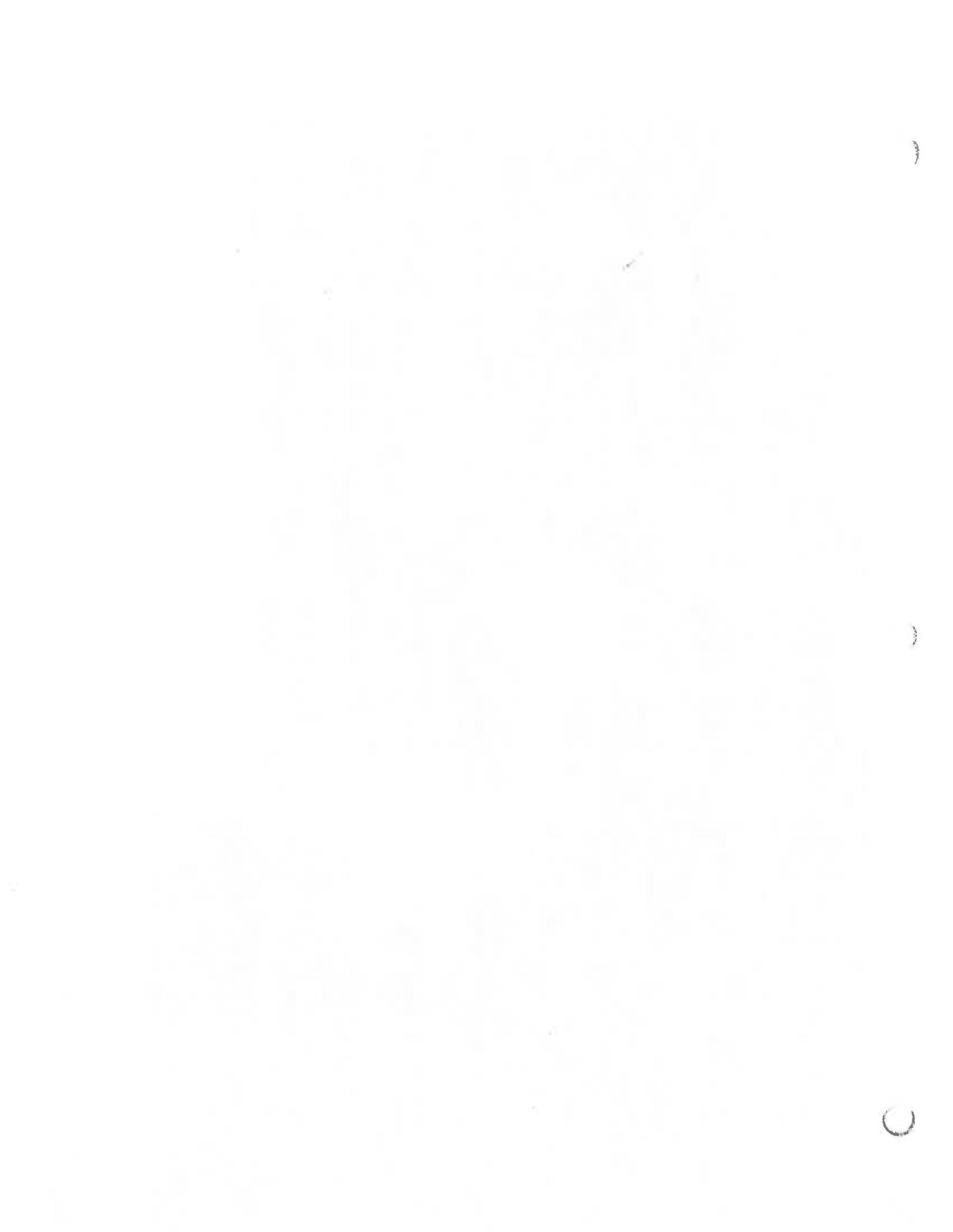
Post Office Box 1789, Amarillo, TX 79105 ☎ 806/622-1273

2401 Sundown Lane (79118)

FAX 806/622-2950



MUNICIPAL WATER SYSTEM



**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 11.
Tab Number: 5
Date: ~~12-13~~
01-7-2012

Date Submitted:
December 13, 2012
Date Requested:
January 7, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Request to accept \$200
donation to the Willcox
Humane Shelter from
private doner

To: Honorable Mayor and City Council
From: Chief Jake Weaver

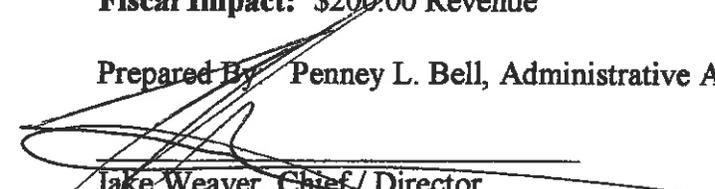
Discussion: The Willcox Department of Public Safety has received a \$200.00 donation from Todd Myers and Michelle Minta of Phoenix Arizona for the Willcox Humane Shelter in appreciation for assistance received from Humane Officer Kelly Colbert and the City of Willcox in locating their missing dog.

Recommendation: To accept this \$200 private donation for use as needed at the Willcox Animal Shelter.

Motion:

Fiscal Impact: \$200.00 Revenue

Prepared By Penney L. Bell, Administrative Assistant


Jake Weaver, Chief / Director


Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-02

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF WILLCOX, ARIZONA, FOR THE PURPOSE OF ACCEPTING FROM TODD J. MYERS AND MICHELLE L. MINTA, A DONATION OF TWO HUNDRED DOLLARS TO THE WILLCOX HUMANE SHELTER; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Willcox is authorized and empowered pursuant to Title 9, A.R.S. §9-240, to accept and appropriate monies to carry out the purposes of the corporation; and,

WHEREAS, Todd J. Myers and Michelle L. Minta wish to donate to the City of Willcox for the purpose of supporting the Willcox Humane Shelter, cash in the sum of \$200.00; and,

WHEREAS, the Mayor and City Council have determined that approving the donation of cash is in the best interest of the City, its employees and the citizens of this City, and they desire to have this Resolution presented at its January 7, 2013, Council Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, as follows:

SECTION 1: The Mayor and City Council of the City of Willcox, hereby approve and accept the donation of \$200.00 cash from Todd J. Myers and Michelle L. Minta to be appropriated for the benefit of the Willcox Humane Shelter; and,

SECTION 2: The appropriate officers and officials of the City are hereby authorized and directed to take all actions necessary or reasonably required to carry out the intent of this Resolution; and,

SECTION 3: That the Mayor is authorized and empowered to execute this Resolution and all other documents necessary to close the transaction to reflect that the real property is conveyed in the name of the corporation.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, this 7th day of January, 2013.

APPROVED/EXECUTED

ATTEST:

ROBERT A. IRVIN, MAYOR
Dated: _____

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-02

To whom it may concern,

On October 18, my wife and I had our dog go missing. We searched for several hours that day without any luck. We placed an ad in the paper with a picture of our missing dog. We also met with Kelly at the animal shelter. Once the ad ran in the newspaper, we started getting calls. We were able to meet a lot of wonderful people in Willcox. On Oct 31, almost two weeks later, I found our missing dog on the overpass (Airport Rd). We'd like to make this donation to the animal shelter to say thank you to the wonderful people of Willcox. Thank you,

Michelle & Todd Myers

TODD J. MYERS
MICHELLE L. MINTA

1527

November 13, 2012

Date

Pay to the
Order of

City of Willcox

\$ 200.00

Two Hundred and

~~100~~ Dollars

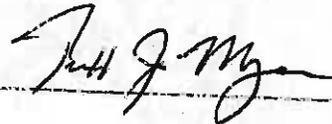
 Security
feature
helps on
theor

WELLS
FARGO

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

For

Donation to Animal Shelter



MP

CITY OF WILLCOX
Request for Council Action

Agenda Item: 12
Tab Number: 6
Date: 1/7/2013

Date Submitted:

1/2/2013

Action:

Resolution
 Ordinance
 Formal
 Other

Subject:

City Purchases From
Members of the
Governing Body

To: Honorable Mayor and City Council
From: Ruth Graham, Director of Finance

Discussion:

By Section L of the Willcox Procurement Policy, and in accordance with A.R.S. §38-503, the City may purchase supplies, materials and equipment through its governing body, without using public competitive bidding procedures, from any elected or City official in compliance with the statutory limits of \$300 for single transactions, and a maximum of \$1,000 from the entire body, if the policy for such purchases is approved annually. Resolution No. 2013-03 before the Council is the annual authorization of Section L of the Procurement Policy.

Fiscal Impact: N/A.

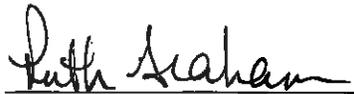
Recommendation: Approval of the policy for purchases from the governing body.

Recommended Motion:

Motion to approve Section L of the City of Willcox Procurement Policy for the purchase of supplies, materials and equipment through its governing body, without using public competitive bidding procedures, from any elected or City official in compliance with the statutory limits of \$300 for single transactions, and a maximum of \$1,000 from the entire body.

Fiscal Impact: N/A.

Prepared By:



Ruth Graham, Director of Finance

Approved by:



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-03

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF WILLCOX, COCHISE COUNTY, ARIZONA,
APPROVING PURCHASES THROUGH MEMBERS OF ITS
GOVERNING BODY**

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona, passed and adopted a purchasing policy on January 7, 2008; and

WHEREAS, Section 3-1-3(L) of the Willcox Procurement Policy allows the City of Willcox to purchase supplies, materials and equipment from the Mayor or any member of the Council without using competitive public bidding procedures if the amount of a single transaction does not exceed \$300.00. The total of all transactions in the fiscal year for each member of the Council or for the Mayor shall not exceed \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the governing provisions of the City of Willcox Procurement Policy for purchasing supplies, materials and equipment through the governing body of the City of Willcox are hereby effective and defined as January 1, 2013 to December 31, 2013.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**, this 7th day of January, 2013.

APPROVED/EXECUTED

ROBERT A. IRVIN, MAYOR

Dated: _____

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-03

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 13
Tab Number: 7
Date: 01-07-2013

Date Submitted: 12-19-12	Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance	Subject: Presentation/discussion/Direction Asphalt Zipper Equipment and HGAC purchasing agreement.
Date Requested: 1-7-13	<input type="checkbox"/> Formal <input type="checkbox"/> Other	

To: Honorable Mayor and City Council

From: Public Services & Works, Streets Section

Discussion: The current method for prepping the city streets for chip sealing is very time consuming and costly. The current process includes sweeping the designated street to pick up dirt, and chunks of asphalt. Depending on the surface, this process can take up to 2 to 3 days per block of roadway. One block is 500' feet long and 24' wide. After the streets have been swept, cold patch is spread onto the surface to level and fill in the holes. Approximately 1 ½ to 2 loads of cold patch are used per block and takes 4 to 5 hours to spread and roll. The price of cold patch is \$2,600 per load. This equals \$3,900 to \$5,200 per block. The cold patch takes 15-25 days to cure before the chip seal can be applied. Overall it takes 18 to 30 days to prep a road for chip seal. We prepare 8 to 10 blocks per year for chip seal. This adds up to \$31,000 to \$41,000 on 8 blocks. Some roads in the city are so uneven that the roads need to have the asphalt removed and re-leveled and material brought in to build the base before chip sealed.

Public Services and Works Street Department would like to purchase a piece of equipment called the Asphalt Zipper. This piece of equipment grinds the existing asphalt which is then reused for the base and leveling the road. The Zipper mounts on the front of a loader tractor. The process of grinding one block of roadway takes approximately one hour. The street is then leveled with a grader and rolled which takes 3-4 hours. The road then is ready for chip seal with no wait time to cure. With the Zipper there is no need for cold patch which would be a substantial savings. For five years, funds would be shifted from street preservation to capital purchases. These funds are normally are used to purchase cold patch material for the chip seal projects. There would still be funds available for cold patch material for pot holes.

If we utilize the five year payment plan, the first payment would not be due for one year after the initial agreement is signed. The total price with financing would be \$135,675.55. An annual payment of \$27,135.11 would be the yearly payment. At the end of the five year payments, \$27,135 would be available for additional chip seal projects or other capital purchases. The equipment would be purchased through HGAC which is a cooperative purchasing group. The financing would be through Welch State Bank Welch OK.

The City streets department has made the final payment for the chip spreader used for the chip seal projects. In effect the purchase of the Asphalt Zipper would take the place of the chip spreader in capital purchases.

To comply with procurement policies a cooperative purchasing agreement needs to exist with Houston-Galveston Area Council (HGAC). If we signed up for this we would not have to develop our own purchasing specifications. This organization has already done the procurement. There are a number of Arizona cities that are members of this cooperative purchasing agreement including Safford, Douglas and Sierra Vista. In addition Cochise County is also a member. There is no cost to become a member. We have a list of other cities and organizations in Arizona that have used the HGACBuy program.

Recommendation: Provide direction to staff regarding the possible purchase of the Asphalt Zipper and direction to staff regarding membership in HGAC.

Fiscal Impact: \$0

Prepared By: 
Gary Adams, Street's Supervisor

Approved By: 
Dave Bonner, Public Services & Works Director

Approved By: 
Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, "CITY", APPROVING AND ADOPTING THE "INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING" AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL, "H.G.A.C.Buy", FOR THE PURPOSE OF UTILIZING THE COOPERATIVE PROCUREMENT UNIT TO MAKE PURCHASES FOR THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DIRECTING AUTHORIZED CITY OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the CITY and the HGACBuy have the authority to enter into agreements for cooperative procurement services pursuant to A.R.S. Section 11-952 and Section 41-2632 et. seq., if authorized by their legislative or governing bodies; and,

WHEREAS, A.R.S. Section 41-2631 et seq. defines "cooperative purchasing" as procurement conducted by, or on behalf of, more than one public procurement unit; and,

WHEREAS, A.R.S. Section 41-2632 et. seq., provides that any public procurement unit may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more public procurement units in accordance with an agreement pursuant to this section if one or more of the parties involved is a public procurement unit; and,

WHEREAS, A.R.S. Section 41-2632 et seq. provides that this section does not abrogate the responsibility of each public procurement unit to ensure compliance with procurement laws that apply to the particular public procurement, notwithstanding the fact that the cooperative purchase is administered by a non-profit corporation operating under this section; and,

WHEREAS, the Mayor and Council of the City of Willcox desires to enter into the HGACBuy Interlocal Contract for Cooperative Purchasing as presented; and,

WHEREAS, it is the desire of the CITY present the HGACBuy Interlocal Contract for Cooperative Purchasing to the Mayor and City Council for consideration at its Meeting on January 7, 2013; and,

WHEREAS, the HGACBuy Interlocal Contract for Cooperative Purchasing provides for mutual responsibilities in carrying out mutual promises and mutual benefits to result there from; and,

WHEREAS, the IGA may be cancelled as provided by A.R.S. Section 38-511; and,

WHEREAS, the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY, its citizens and its affected taxpayers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1: That the CITY formally approves the HGACBuy Interlocal Contract for Cooperative Purchasing as presented; and,

SECTION 2: That the Mayor is authorized and empowered to execute this Resolution and the HGACBuy Interlocal Contract for Cooperative Purchasing as presented; and,

SECTION 3: That CITY Officials and Administrators are authorized and directed to take all action as may be required to complete the HGACBuy Interlocal Contract for Cooperative Purchasing as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 7th day of January, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-04



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Contract Number assigned by HGAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *

_____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

 Name of End User (local government, agency, or non-profit corporation)

*

 Mailing Address

*

 City State ZIP Code

*By: _____
 Signature of chief elected or appointed official

*

 Typed Name & Title of Signatory Date

Houston-Galveston Area Council
 3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
 Executive Director

Attest: _____
 Manager

Date: _____

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O.Box 22777, Houston, TX 77227-2777.

Name of End User Agency : _____ County Name : _____
(Municipality / County / District / etc.)

Mailing Address : _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : _____ FAX Number: _____

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____ Title: _____
(City manager / Executive Director / etc.) Ph No.: _____

Mailing Address: _____ E-Mail Address : _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **7th** day of **January 2013** at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY.

Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

DATED AND POSTED this 3rd day of January 2013, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

Is/ Virginia A. Mefford
City Clerk Virginia A. Mefford

"Mine, Yours, Ours"

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, JANUARY 7, 2012

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CONSIDERATION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A (3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY**
Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation for legal advice with the attorney(s) of the public
- 4. ADJOURN**

"Mine, Yours, Ours"



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the 7th day of **January 2013** at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY.

Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

DATED AND POSTED this 3rd day of January 2013, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/ Virginia A. Mefford
City Clerk Virginia A. Mefford

"Mine, Yours, Ours"

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, JANUARY 7, 2012

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CONSIDERATION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A (3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY**
Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation for legal advice with the attorney(s) of the public
- 4. ADJOURN**

"Mine, Yours, Ours"